

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
Atlanta Division

| | | |
|------------------------------|---|---------------------------|
| GLENN M. HEAGERTY, JR., |) | |
| |) | |
| Plaintiff, |) | Civil Action |
| |) | |
| v. |) | No. 2:14-CV-00132-WCO-JCF |
| |) | |
| OCWEN LOAN SERVICING LLC, |) | |
| OCWEN LOAN SERVICING INC., |) | |
| EQUIFAX INFORMATION |) | |
| SERVICES LLC, EXPERIAN |) | |
| INFORMATION SOLUTIONS INC., |) | |
| INNOVIS DATA SOLUTIONS INC., |) | |
| AND TRANS UNION LLC, |) | |
| |) | |
| Defendant. |) | |

**DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S
ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT**

Defendant, Equifax Information Services LLC ("Equifax"), by Counsel,
files its Answer and Defenses to Plaintiff's Complaint ("Complaint") as follows:

PRELIMINARY STATEMENT

In answering the Complaint, Equifax states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint. In response to the specific

allegations in the enumerated paragraphs in the Complaint, Equifax responds as follows:

ANSWER

1. Equifax admits that this action purports to be brought pursuant to the FCRA. Equifax denies that it is liable to Plaintiff for violation the FCRA, denies that Plaintiff was damaged by any action or inaction of Equifax, and denies that Plaintiff is entitled to any of the relief requested.

2. To the extent that Plaintiff can maintain this action, which Equifax denies, it admits the allegations in Paragraph 2 and that jurisdiction is proper in this Court.

3. To the extent that Plaintiff can maintain this action, which Equifax denies, it admits the allegations in Paragraph 3 and that jurisdiction is proper in this Court.

4. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4 and, therefore, denies those allegations.

5. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5 and, therefore, denies those allegations.

6. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6 and, therefore, denies those allegations.

7. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 and, therefore, denies those allegations.

8. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 and, therefore, denies those allegations.

9. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9 and, therefore, denies those allegations.

10. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 and, therefore, denies those allegations.

11. Equifax admits it is a limited liability company, but denies the remaining allegations in Paragraph 11.

12. Equifax admits it is a consumer reporting agency as defined under 15 U.S.C. § 1681 *et seq.*

13. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 and, therefore, denies those allegations.

14. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14 and, therefore, denies those allegations.

15. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 and, therefore, denies those allegations.

16. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 and, therefore, denies those allegations.

17. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and, therefore, denies those allegations.

18. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 and, therefore, denies those allegations.

19. Equifax admits the allegations in Paragraph 19 as they relate to

Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 19 and, therefore, denies those allegations.

20. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 and, therefore, denies those allegations.

21. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 and, therefore, denies those allegations.

22. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 and, therefore, denies those allegations.

23. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 and, therefore, denies those allegations.

24. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 and, therefore, denies those allegations.

25. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 and, therefore, denies those allegations.

26. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 and, therefore, denies those allegations.

27. Equifax admits the allegations in Paragraph 27 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 27 and, therefore, denies those allegations.

28. Equifax denies the allegations in Paragraph 28 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 28 and, therefore, denies those allegations.

29. Equifax denies the allegations in Paragraph 29 as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 29 and, therefore, denies those allegations.

30. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30 and, therefore, denies those allegations.

31. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31 and, therefore, denies those allegations.

32. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 and, therefore, denies those allegations.

33. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33 and, therefore, denies those allegations.

34. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34 and, therefore, denies those allegations.

35. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35 and, therefore, denies those allegations.

36. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36 and, therefore, denies those allegations.

37. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37 and, therefore, denies those allegations.

38. Equifax admits the allegations in Paragraph 38.

39. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39 and, therefore, denies those allegations.

40. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40 and, therefore, denies those allegations.

41. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41 and, therefore, denies those allegations.

42. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42 and, therefore, denies those allegations.

43. Equifax admits the allegations in Paragraph 43.

44. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44 and, therefore, denies those allegations.

45. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45 and, therefore, denies those allegations.

46. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46 and, therefore, denies those allegations.

47. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

48. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48 and, therefore, denies those allegations.

49. Equifax restates and incorporates in responses to paragraphs 1 – 46 as though fully set forth herein.

50. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 50 and, therefore, denies those allegations.

51. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

52. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52 and, therefore, denies those allegations.

53. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

54. Equifax denies the allegations in Paragraph 54.

55. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

56. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56 and, therefore, denies those allegations.

57. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

58. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58 and, therefore, denies those allegations.

59. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

60. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60 and, therefore, denies those allegations.

61. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

62. Equifax denies the allegations in Paragraph 62.

63. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

64. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64 and, therefore, denies those allegations.

65. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

66. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66 and, therefore, denies those allegations.

67. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

68. Equifax denies the allegations in Paragraph 68.

69. Equifax denies the allegations in Paragraph 69.

70. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

71. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71 and, therefore, denies those allegations.

72. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72 and, therefore, denies those allegations.

73. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

74. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74 and, therefore, denies those allegations.

75. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75 and, therefore, denies those allegations.

76. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

77. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 77 and, therefore, denies those allegations.

78. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78 and, therefore, denies those allegations.

79. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

80. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80 and, therefore, denies those allegations.

81. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

82. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82 and, therefore, denies those allegations.

83. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

84. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84 and, therefore, denies those allegations.

85. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

86. Equifax denies the allegations in Paragraph 86.

87. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

88. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88 and, therefore, denies those allegations.

89. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

90. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90 and, therefore, denies those allegations.

91. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

92. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92 and, therefore, denies those allegations.

93. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

94. Equifax denies the allegations in Paragraph 94.

95. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

96. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96 and, therefore, denies those allegations.

97. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

98. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 98 and, therefore, denies those allegations.

99. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

100. Equifax denies the allegations in Paragraph 100.

101. Equifax denies the allegations in Paragraph 101.

102. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

103. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 103 and, therefore, denies those allegations.

104. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 104 and, therefore, denies those allegations.

105. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

106. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 106 and, therefore, denies those allegations.

107. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 107 and, therefore, denies those allegations.

108. Equifax restates and incorporates its responses to paragraphs 1 – 46 as though fully set forth herein.

109. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 109 and, therefore, denies those allegations.

110. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 110 and, therefore, denies those allegations.

111. Equifax denies the allegations in Paragraph as they relate to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 111 and, therefore, denies those allegations.

112. Equifax admits Plaintiff has demanded a trial by jury, and likewise demands a jury trial in this case.

113. Equifax denies that the Plaintiff is entitled to any relief claimed in his Complaint.

114. Any allegation in Plaintiff's Complaint not heretofore specifically responded to by Equifax is hereby denied.

DEFENSES

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax pleads the following defenses to the Complaint:

First Defense

Plaintiff's Complaint fails to state a claim against Equifax upon which relief can be granted.

Second Defense

At all pertinent times, Equifax maintained reasonable procedures to assure maximum possible accuracy in its credit reports.

Third Defense

Plaintiff's damages, if any, were not caused by Equifax, but by another person or entity for whom or for which Equifax is not responsible.

Fourth Defense

Equifax has complied with the Fair Credit Reporting Act in its handling of Plaintiff's credit file and is entitled to each and every defense stated in the Act and any and all limitations of liability.

Fifth Defense

At all relevant times herein, the Plaintiff's alleged damages, which Equifax denies exist, were aggravated by the failure of the Plaintiff to use reasonable diligence to mitigate the same. Therefore, Plaintiff's recovery, if any, should be barred or decreased by reason of his failure to mitigate alleged losses.

Sixth Defense

Plaintiff cannot meet the requirements of 15 U.S.C. §1681n in order to recover punitive or statutory damages.

Seventh Defense

Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: *BMW v. Gore*, 517 U.S. 559 (1996); *Cooper Indus., Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 923 (2001); *State Farm v. Campbell*, 538 U.S. 408 (2003) and *Safeco Insurance Co. of America v. Burr*, 127 S. Ct. 2201 (2007).

Eighth Defense

Equifax did not report inaccurate information regarding Plaintiff.

Equifax reserves the right to have additional defenses that it learns through the course of discovery.

WHEREFORE, having fully answered or otherwise responded to the allegations contained in Plaintiff's Complaint, Equifax prays that:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;
- (2) That it have a jury trial on all issues so triable;
- (3) That Equifax be dismissed as a party to this action;
- (4) That Equifax recover from Plaintiff its expenses of litigation, including but not limited to attorneys' fees; and
- (5) That it recover such other and additional relief, as the Court deems just and appropriate.

Dated: August 20, 2014.

Respectfully submitted,

KING & SPALDING LLP

By: /s/ Brian J. Olson
Barry Goheen (Ga. Bar No. 299203)
J. Anthony Love (Ga. Bar No. 459155)
Brian J. Olson (Ga. Bar No. 553054)
1180 Peachtree Street N.E.

Atlanta, Georgia 30309-3521

Tel: (404) 572-4600

Fax: (404) 572-5100

Email: bgoheen@kslaw.com

Email: tlove@kslaw.com

Email: bjolson@kslaw.com

Attorneys for Equifax Information Services

LLC

CERTIFICATE OF COMPLIANCE

The undersigned certifies that 14 point New Times Roman was used for this Answer and that it has been formatted in compliance with Local Rule 5.4.

This 20th day of August, 2014.

/s/ *Brian J. Olson*
Brian J. Olson

CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2014, I electronically filed DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT with the Clerk of the Court using the CM/ECF system which will automatically send email notifications of such filing to the following attorneys of record:

Glenn M. Heagerty, Jr.
2890 Willow Wisp Way
Cumming, GA 30040

Alex Michael Barfield
Hawkins Parnell Thackston & Young,
LLP – GA
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3201

Mary Ellen Robinson
Jones Day-Atlanta
1420 Peachtree Street, NE
Suite 800
Atlanta, GA 30309-3053

Amy Lucy Hanna
Baker, Donelson, Bearman, Caldwell &
Berkowitz, P.C. – Atl.
Suite 1600, Monarch Plaza
3414 Peachtree Street, N.E.
Atlanta, GA 30326

/s/ Brian J. Olson
Georgia Bar No. 553054

Attorney for Equifax Information
Services LLC